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## Debit Card Perks Cash Back Program Terms and Conditions

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### Debit Card Cash Back Program Overview

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The East West Bank (“Bank”, “us”) Debit Card Perks Cash Back Program (“Cash Back Program”) is a rewards program that provides eligible East West Bank customers (“Customers”, “you”) the ability to receive cash back rebates (“Cash Back Reward”) when they purchase goods or services from participating third-party Merchants (“Merchants”).

The Cash Back Program works with your eligible East West Bank issued debit card (“Debit Card”) and the primary East West Bank checking or savings account associated with your eligible Debit Card (“Deposit Account”), to provide you with Cash Back Rewards when you use your Debit Card to make everyday purchases at participating Merchants.

### Cash Back Program Eligibility Requirements

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To be eligible to participate in the Cash Back Program, you must have an open and active Deposit Account that is associated with an active Debit Card.

Customers that meet the above eligibility criteria will be automatically enrolled in the Cash Back Program. By using your Debit Card(s), you expressly consent that all your qualifying Debit Card(s), including any qualifying Debit Cards that may be issued to you in the future, may be automatically enrolled in the Cash Back Program. If you do not want to participate in the Cash Back Program, you will need to contact the Bank directly to Opt Out of enrollment. (See [Cash Back Program Opt Out](#) section for additional details)

### Cash Back Program Structure

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East West Bank uses a third-party service provider (“Service Provider”) to help operate our Cash Back Program. The Service Provider is responsible for managing Merchant Offers and rebates, and remitting earned Cash Back Rewards amounts to East West Bank.

East West Bank is responsible for providing eligible Customer Debit Card purchase information to the Service Provider (date, time, amount and merchant details), making Merchant Offer details available to Customers via our Consumer Mobile App, Consumer Online Banking Service, and our business Express Mobile App (collectively referred to in this Disclosure as “Online Banking Services”), and crediting earned Cash Back Rewards to the Customer’s Deposit Account when they are received from the Service Provider. East West Bank **will not** share any personally identifiable information about the Customer, their Debit Card(s) or their Deposit Account(s) with our Service Provider except only to the extent required to process any Merchant cash back offers.

### Merchant Offers

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Detailed information about Merchant Offers will be made available to Customers via our Online Banking Services. Customers must be enrolled in our Online Banking Services to view Merchant Offers and their Cash Back Reward details.

Each Merchant Offer is subject to specific terms and conditions as defined by the Merchant, and all Cash Back Rewards will be subject to the terms and conditions specific to that Merchant Offer and this Disclosure. Any cash back offered under this Cash Back Program is void where prohibited by law.

Merchant Offers will vary, and may require a purchase to be made online through the Merchant’s publicly available website (“Online Offers”) and/or in-person directly with the Merchant (“In-Store Offers”). Online and In-Store Merchant Offers may not be the same, even if they are with the same Merchant.

Eligible Customers that have been enrolled in the Cash Back Program by East West Bank are bound by the terms and conditions of each specific Merchant Offer, even if they have not enrolled in our Online Banking Services and/or viewed the specific Merchant Offer terms and conditions. Customers that would like to review the terms and conditions of Merchant Offers, should enroll in our Online Banking Services.

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### Online and In-Store Merchant Offers

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To participate in an Online or In-Store Offer, Customers must use their eligible Debit Card to complete an eligible debit card purchase with the Merchant and as described in the terms and conditions associated with that specific Merchant Offer. Online and In-Store Merchant Offer details can be accessed in our Online Banking Services by navigating to the My Perks page.

East West Bank and our Service Provider are not responsible for any failure by the Customer to complete their purchase in accordance with the Online or In-Store Merchant Offer instructions.

Additionally, East West Bank and our Service Provider are not responsible for a Customer's failure to earn a Cash Back Reward on an Online or In-Store Merchant Offer purchase that was unable to be completed, for any reason; or that is otherwise unable to be recognized as qualifying due to factors outside of our control including but not limited to, a third-party processing the transaction on behalf of the Merchant, the Merchant using an alternate merchant name when processing the transaction, or if the purchase is processed through a third-party payment account, mobile or wireless card reader, digital wallet or similar technology that does not support the transmission of merchant category code (MCCs) and/or merchant name.

### Receiving Cash Back Rewards

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Merchant Offer Cash Back Reward amounts are based on the purchase price of the qualifying debit card purchase, excluding any additional costs such as tips, taxes, and shipping. Cash Back Reward amounts will not appear or otherwise be reflected on the Merchant transaction receipt at the time of purchase. Generally, Merchants will take between 30 to 120 days to remit earned Cash Back, although in some cases it may be longer.

When a qualifying Cash Back Reward purchase is made, the applicable Cash Back amount will be categorized in our Online Banking Services as a Pending Cash Back Reward until East West Bank has received the reward amount from our Service Provider. Your Cash Back Reward amounts can viewed in our Online Banking Services by navigating to the My Perks page. Pending Cash Back Reward activity will be viewable for 120 days. If the Pending Cash Back Reward amount was not received from our Service Provider within 120 days, the Pending Cash Back Reward activity may no longer be viewable in our Online Banking Services, although it will be viewable once it has been received by us and credited to your Deposit Account.

Earned Cash Back Reward amounts will be credited to your Deposit Account monthly, generally within 15 days after the amount has been received by us from our Service Provider, although in some cases it may take longer. The Cash Back amount credited will be based solely on the information we receive from our Service Provider. In the event a Customer's Deposit Account is no longer eligible for the Cash Back Program, the Cash Back Reward amount will be forfeited. (See [Forfeiture of Cash Back Rewards](#) section for additional details)

Earned and received Cash Back Reward amounts will be reflected on your monthly Deposit Account statement as a Cash Back Perk credit, with additional details available in our Online Banking Services on the My Perks page.

At our sole and exclusive discretion, East West Bank reserves the right to reverse or adjust a Cash Back credit for any reason including, but not limited to, activity involving abuse, misuse or gaming of the Cash Back Program, returned and refunded merchandise, and/or fraud.

Cash Back Rewards are categorized as rebates or discounts for the purchase of goods and services from Merchants and will not be reported as taxable income to the extent provided in accordance with IRS regulations. The Customer will be solely responsible for any taxes that may be owed as a result of Cash Back Rewards earned and/or redeemed under this Cash Back Program. Please consult your tax advisor.

Only qualified purchases made in accordance with the Cash Back Program terms and conditions will be entitled to a Cash Back Reward. A debit card purchase is not considered qualifying until a purchase request is received by East West Bank from the Merchant. Depending on how a merchant processes your transaction, it can take up to 3 business days for a purchase request to be received. If purchase activity is received by East West Bank after the Merchant Offer is no longer available, the purchase will not qualify for a Cash Back Reward, even if the transaction was initiated prior to the Merchant Offer ending. Please note, merchant authorization requests do not qualify as purchase activity.

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### Forfeiture of Cash Back Rewards

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Cash Back Rewards that have been earned but not yet credited to a Customer's eligible Deposit Account are subject to forfeiture if: (1) the Customer or East West Bank has closed the Customer's eligible Deposit Account before the Cash Back Reward(s) received from the Merchant(s) has been credited by us to the Customer's Deposit Account; (2) the Customer and their Debit Card(s) and/or associated Deposit Account(s) are no longer eligible for the Cash Back Program; (3) the Customer has opted out of participating in the Cash Back Program; (4) East West Bank determines in its sole and exclusive discretion that Customer's activity involves abuse, misuse, gaming or fraud of the Cash Back Program or Customer returns, chargebacks, or cancels an eligible purchase; or (5) East West Bank has otherwise terminated the Customer's access to the Cash Back Program.

### Termination of Cash Back Program Participation

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A Customer's Participation in the Cash Back Program will be automatically terminated when they no longer meet the Cash Back Program eligibility requirements. Customer eligibility to participate in the Cash Back Program will be determined solely based on the records of the Bank, and the Cash Back Program eligibility requirements effective at the time of termination.

Customers that would like to voluntarily terminate their participation in the Cash Back Program will need to contact the Bank directly to Opt Out of enrollment. (See [Cash Back Program Opt Out](#) section for additional details)

Additionally, East West Bank may cancel or suspend a Customer's participation the Cash Back Program at any time and for any reason, at our sole discretion including but not limited to discontinuance of the Cash Back Program by us, cases of actual or suspected Cash Back Program abuse, misuse or fraud, and/or non-compliance with the terms of the *Debit Card Perks Cash Back Program Terms and Conditions* in effect at that time.

Cash Back Rewards earned prior to termination will be forfeited, although at the Bank's discretion, we may choose to credit them to the Customer's Deposit Account on a case-by-case basis.

### Cash Back Program Opt Out

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Customers that would like to voluntarily terminate their participation in the Cash Back Program may Opt Out by directly contacting the Bank's Customer Service Department at:

- [Customer Service Contact Information](#)

Once your Opt Out request has been received, the Bank will work with our Service Provider to terminate your participation in the Cash Back Program. Your Opt Out request will generally be processed within 30 business days, although in some cases it may take longer.

Once a Customer has been Opted Out of the Cash Back Program, they will no longer be eligible to receive Cash Back Rewards, even if they complete a Debit Card transaction that qualified for an available Merchant Offer. Pending Cash Back Rewards earned prior to your Opt Out request being processed may continue to be credited to your Deposit Account even after you have Opted Out of the Cash Back Program, although the Bank has no obligation to do so.

A Customer Opt Out request will apply to your qualifying Debit Cards, including any qualifying Debit Cards that may be issued to you in the future.

To withdrawal an Opt Out request, Customers must directly contact the Bank's Customer Service Department at:

- [Customer Service Contact Information](#)

Once a withdrawal of an Opt Out request has been received, the Bank will work with our Service Provider to re-enroll the Customer to the Cash Back Program, subject to meeting the Cash Back Program eligibility requirements. The withdrawal of your Opt Out request will generally be processed within 30 business days, although in some cases it may take longer.

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### Cash Back Program Opt Out (cont.)

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Neither the Bank or our Service Provider will have any liability to you for Cash Back amounts you believe you should have received during a period of time where, based solely on our records, the Bank or our Service Provider have identified you as having Opted Out of participation in the Cash Back Program.

### Issues or Errors

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In the event a Customer believes there is an issue or error related to their Cash Back Program rewards or eligibility status, they should contact us at:

By Phone:

- [Customer Service Contact Information](#)

Be prepared to provide the following details, as applicable:

- Your Name and the Last 4 Digits of the eligible Debit Card #;
- The Merchant Name(s);
- Transaction Amount(s) and Date(s); and
- A description of the issue or error

Upon receipt, the Bank will review the reported issue or error and, if applicable, make a good faith attempt to work with our Service Provider to research and resolve the reported issue or error. Neither the Bank or our Service Provider will have any liability to you for Cash Back amounts you believe you should have received if: (1) the Bank or our Service Provider did not receive the funds from the Merchant, (2) your Cash Back Rewards were forfeited, or (3) the Bank or our Service Provider has determined that the Customer and/or transaction(s) was not eligible for the Cash Back Program and/or Merchant Offer.

### No Warranties

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East West Bank and its Service Provider are not a party to any transaction with a Merchant, and East West Bank and Service Provider, and each of them, each hereby specifically disclaim any representations or warranties, express or implied, regarding any purchase from or transaction with Merchants or the Cash Back Program, including without limitation any warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. As such, East West Bank will not be liable in connection with any dispute, faulty or defective merchandise, or other issues that may arise in connection with any such purchase or transaction, whether it is associated with a Merchant Offer or otherwise.

### Use of Data

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By using your Debit Card you consent, consistent with East West Bank's confidentiality obligations outlined in our [Privacy Notice for Consumers](#) and [Privacy and Security](#) disclosure, to East West Bank and its Service Provider collecting and using transaction data. If you do not agree, you should contact us to Opt Out of the Cash Back Program. (See [Cash Back Program Opt Out](#) section of this disclosure for details)

For the purposes of the Cash Back Program, East West Bank and our Service Provider will use and disclose your payment card transaction data as follows:

- To determine if your debit card purchase or return transaction activity qualifies you for a Merchant Offer;
- To share transaction data with a participating merchant as needed for the merchant to confirm that a specific transaction occurred with them and/or has qualified for a specific Merchant Offer; for example, the date and amount of your purchase and the last 4 digits of your card number so the merchant can verify your purchase with its records if there is a missing or disputed transaction;
- To provide participating merchants or third party service providers aggregated and anonymized information relating specifically to Cash Back Program activity solely to allow the participating merchants and third party service providers to assess the results of their Merchant Offers;

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## Use of Data (cont.)

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- To create a record of the transaction data, and maintain and use that data to provide Cash Back Program services;
- To calculate and, if applicable, credit earned Cash Back Rewards;
- To provide you with targeted offers that may be of interest to you;
- For internal research and development; and
- To provide information in order to respond to a request from a government authority, or a payment organization involved in processing a transaction.

By using your Debit Card, you authorize the sharing, exchange and use of transaction data described above and herein by and among our Service Provider, applicable payment card networks, applicable merchants and us.

## Cash Back Program Updates and Changes

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East West Bank may periodically and at our sole discretion, amend the terms and conditions of our Cash Back Program. Customers may view the current *Debit Card Perks Cash Back Program Terms and Conditions* in the Online Banking Service Document Center, or on the Bank's website. By continuing to participate in our Cash Back Program, you accept and agree to be bound by and become party to, the terms and provisions of the Cash Back Program terms and conditions applicable at that time.

East West Bank may discontinue the Cash Back Program at any time, and at our sole discretion.

## Other Agreements

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This Debit Card Perks Cash Back Program Terms and Conditions disclosure is in addition to and incorporates by reference, as if set forth in full herein, the terms of the East West Bank [Deposit Agreement](#), [Online Banking Agreement](#), [Business Online Banking Agreement](#) and any other agreements or terms applicable to your Debit Card(s) and Deposit Account(s). If you do not agree, you should contact us to Opt Out of the Cash Back Program. (See [Cash Back Program Opt Out](#) section of this disclosure for details)

## Release and Indemnification

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By participating in the Cash Back Program, you hereby fully and forever waive and release, and hereby defend, indemnify and hold harmless at all times, the Bank and our Service Provider from and against all claims, liabilities, actions, costs, losses and expenses (including, without limitation, attorney fees) related to or arising out of your enrollment and participation in the Debit Card Perks Cash Back Program.